

2731

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This Agreement, made and entered into this 28th day of June, 1975 by and between

THEODORE J. FALKOWSKI and EDNA M. FALKOWSKI, husband and wife,
hereinafter called the vendor, and

HERMAN M. WAINWRIGHT and BETTY J. WAINWRIGHT,

hereinafter called the vendee.

WITNESSETH

Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon, to-wit:

SE 1/4 of the SW 1/4, and that portion of the NE 1/4 of SW 1/4 lying South of the State Highway and that portion of the SE 1/4 of NW 1/4 lying South of the State Highway, all in Section 36, Township 38 South, Range 11 1/2 East of the Willamette Meridian; LESS that portion conveyed to Klamath County, political subdivision of the State of Oregon by instrument dated November 12, 1941, recorded November 29, 1941, in Volume 143 at page 18 Deed Records of Klamath County, Oregon

at and for a price of \$ 67,000.00, payable as follows, to-wit:

\$ 15,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 52,000.00 with interest at the rate of 7 % per annum from July 10, 1975 payable in installments of not less than \$6,500.00 per annum, inclusive of interest, the first installment to be paid on the 1st day of November, 1976, and a further installment on the 1st day of every November thereafter until the full balance and interest are paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the First Federal Savings & Loan Association,

at Klamath Falls,

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than full ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors copy to Vendees that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind. Taxes to be prorated as of July 10, 1975.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property, land and crops as of July 10, 1975 and shall have possession of home August 31, 1975.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except reservations, restrictions, easements and rights of way of record and those apparent upon the land;

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the First Federal Savings & Loan Association.

at Klamath Falls, Oregon, and shall enter into written escrow

instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and reversion in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

It is understood and agreed by the parties hereto that there is a certain Mortgage upon the above-described property, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$5,400, dated June 8, 1961, recorded June 20, 1961 in Book 202, page 591, executed by Theodore J. Falkowski and Edna M. Falkowski, as Mortgagors to Federal Land Bank of Spokane, a corporation, as Mortgagees, said Mortgage to be paid by the Vendor with Vendor holding Vendees harmless thereon.

It is understood and agreed that the Vendees shall pay all taxes and insurance when due. However, in the event that the Vendees do not pay the taxes and insurance when due, the Vendors may, at their option, pay said taxes and insurance and add them back to the principal of this contract by presentation of paid receipts to the escrow holder herein. Said amounts so added to bear interest at the rate provided herein.

Witness the hands of the parties the day and year first herein written.

VANDENBERG AND BRANDSNESS

ATTORNEYS AT LAW

411 PINE STREET

KLAMATH FALLS, OREGON 97601

TELEPHONE 803/882-5501

Hezron M. Whitworth
Betty J. Whitworth
Theodore J. Falkowski
Edna M. Falkowski

800.2

STATE OF OREGON,

County of Klamath

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 14th day of July, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named THEODORE J. FALKOWSKI and EDNA M. FALKOWSKI

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Marlene T. Addington
Notary Public for Oregon
My commission expires

Marlene T. Addington
Notary Public for Oregon
My Commission expires March 21, 1977

Return To: & Send Tax Statements To:
Mr. & Mrs. Herman M. Wainwright
15328 Ardath Avenue
Gardena, Calif. 90249

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.

this 15th day of July, A. D. 1975, at 11:00 o'clock A.M.

duly recorded in Vol. M 75, of DEEDS, on Page 8000

FEE \$ 9.00

W. D. MILNE, County Clerk

By *Hazel Drayton*